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3 COMMISSION
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19 UNITED STATES DISTRICT COURT
20 NORTHERN DISTRICT OF CALIFORNIA

21 EQUAL EMPLOYMENT OPPORTUNITY
22 COMMISSION,
23 Plaintiff,

24 JOSEPH MICHAEL LOWE,
25 Plaintiff-Intervener

26 v.

27 MONTEREY COLLISION FRAME AND
28 AUTO BODY, INC.,
Defendant.

Civil Action No. Civ. C-06-6032-JF
CONSENT DECREE

I. INTRODUCTION

1. Plaintiff, EEOC, filed this action on September 28, 2006 alleging that defendant, Monterey Collision Frame and Auto Body, Inc., ("Defendant" or "Monterey Collision") subjected Joseph Michael Lowe to a racially and sexually hostile work environment based on his race (Asian) and sex.

2. Mr. Lowe was granted intervention on April 20, 2007. This case was settled before Mr. Lowe filed his Complaint-in-Intervention.

3. The EEOC, Intervener and Defendant want to conclude fully and finally all claims arising out of the above action without the expenditure of further resources and expenses in contested litigation. They enter into this Consent Decree to further the objectives of equal employment opportunity as set forth in Title VII.

II. NON-ADMISSION OF LIABILITY

1. This Consent Decree is not an adjudication or finding on the merits of this case and shall not be construed as an admission of a violation by Defendant.

III. PURPOSE OF THE DECREE

1. The parties have entered into this Consent Decree in order to achieve the following purposes:

a. To insure the implementation of policies and procedures which prohibit Defendant from discriminating or retaliating against employees on the basis of race and sex.

b. To insure that Defendant implements a policy and enforcement program to effectively prevent discrimination based upon race and sex.

c. To insure that the aggrieved individual is fully compensated for damages suffered in connection with the alleged discrimination by Defendant.

d. To avoid the time, expense and uncertainty of further litigation.

IV. GENERAL PROVISIONS

1. This Consent Decree is intended to and does effectuate the full, final, and complete resolution of all allegations of unlawful employment practices and discrimination arising from or relating to the original discrimination charge of discrimination, EEOC Charge

1 Number 377-2005-00119 and the Complaint filed in EEOC v. Monterey Collision Frame and
2 Auto Body, Inc., Civil No.C-06-6032-JF pursuant to Title VII of the Civil Rights Act of 1964.

3 2. This Consent Decree in no way affects EEOC's right to process, in accordance
4 with standard Commission procedures, charges filed by individuals against Defendant alleging
5 violations of Federal employment discrimination statutes. Charges include those pending as of
6 the effective date of this Consent Decree and filed in the future. Processing includes the
7 administrative investigation and conciliation and commencement of civil actions on the basis of
8 such charges.

9 3. This Court has jurisdiction over the subject matter and the parties to this action.

10 4. This Consent Decree constitutes a full resolution of EEOC's Complaint, the
11 Intervener's claims and the underlying charge of discrimination filed with the EEOC.

12 5. This Consent Decree shall become effective upon its entry by the Court.

13 6. Each party shall bear its own costs and attorney fees.

14 7. The Court has reviewed the terms of this Consent Decree in light of the pleadings,
15 the record herein, and the applicable law, and now approves the Consent Decree in its entirety.

16 **V. MONETARY RELIEF & RELATED RELIEF**

17 1. In settlement of the claims for employment discrimination alleged in the
18 Complaint and Intervener's Proposed Complaint or related to this lawsuit, Defendant agrees to
19 pay the gross sum of \$ 45, 000.00 (Forty-five thousand) to Mr. Lowe.

20 2. Payment to Mr. Lowe shall be made in equal monthly installments over nine
21 months. The payments will be made to Mr. Lowe's attorney, Reg Lormon, in trust for Mr.
22 Lowe. The payments will be due on the first day of each month, beginning the month after the
23 parties sign the Consent Decree and it is entered as a judgment by the Court.

24 3. Should Monterey Collision fail to make a required payment by the 10th of any
25 month that said payments are due, then the entire settlement amount will be accelerated.
26 Monterey Collision stipulates that Mr. Lowe and/or EEOC may enter judgment for the remaining
27 balance with a credit for any amounts then paid. As further security for its payment obligations,
28 Monterey Collision will provide Mr. Lowe with an executed Security Agreement, lien, and

U.C.C. Financing Statement on its equipment, as reflected in Exhibit A, which Mr. Lormon will hold, and not record or file or otherwise employ, unless and until Monterey Collision fails to make any of its required payment by the 10th of any month said payments are due. Prior to the recording of the equipment lien or exercising any of Mr. Lowe's rights, under or through it or entry of judgment by reason of a missed payment, Mr. Lowe and/or EEOC agree to provide Monterey Collision's counsel with written notice and forty-eight (48) hours to cure the defaulted payment. Any subsequent exercise of Mr. Lowe's rights to enforce Monterey Collision's payment obligation to him through the security equipment lien and U.C.C. Financing Statement, this Paragraph V Order and/or Judgment are cumulative and not exclusive until Monterey Collision's monetary obligation to him set forth herein is fully satisfied.

4. Monterey Collision, on behalf of itself, its officers, shareholders, directors, trustees and agents, agrees that, effective April 30, 2007, it will not further encumber any of its equipment to which the lien attaches until the monetary obligation set forth in this agreement is paid in full.

5. The monetary relief shall be issued in checks drafted to Mr. Lowe's attorney, Reg Lormon, in trust for Mr. Lowe, and delivered to Mr. Lormon by Federal Express. Defendant shall make all payments called for herein in the form of a business check, cashier's check, or certified check. Defendant also will issue an IRS Form 1099 for the check issued pursuant to this paragraph.

a. Defendant will mail the copies of each payment to Sanya Hill Maxion, Senior Trial Attorney for the EEOC, at 350 The Embarcadero, San Francisco, CA 94105. Defendant shall also mail to Sanya Hill Maxion a copy of the IRS Form 1099 in accordance with Federal law.

VI. GENERAL INJUNCTIVE RELIEF

1. Discriminatory Harassment: Consistent with Section 703 of Title VII, 42 U.S.C. §2000e-2, Defendant, its officers, agents, managers (including supervisory employees), successors and assigns, and all those in active concert or participation with them, shall comply with all requirements of Title VII with respect to providing a work environment free from

1 discrimination on the basis of race and sex free from any action, policy or practice that is
2 intended to or known to them to have the effect of harassing or intimidating any employees on
3 the basis of race or creating, facilitating or permitting the existence of a work environment that is
4 hostile to employees based on their protected status.

5 2. Retaliation: Consistent with Section 704 of Title VII, 42 U.S.C. §2000e-3,
6 Defendant, its officers, agents, managers (including supervisory employees), successors or
7 assigns, and all those in active concert or participation with them, are enjoined from engaging in,
8 implementing or permitting any action, policy or practice with the purpose of retaliating against
9 any of the Claimants or any person who was identified as a possible claimant or witness in this
10 action because they opposed any practice of harassment or other discriminatory acts on the basis
11 of race made unlawful under Title VII, filed a Charge of Discrimination alleging any such
12 practice, or testified or participated in any manner in any investigation (including, without
13 limitation, any internal investigation undertaken by Defendant), proceeding or hearing in
14 connection with this case.

15 **VII. SPECIFIC INJUNCTIVE RELIEF**

16 1. Defendant will incorporate the following "Statement of Zero-Tolerance Policy
17 and Equality Objectives" in its EEO and Harassment Policy:

18 Defendant is firmly committed to maintaining a zero-tolerance
19 policy concerning discriminatory harassment and retaliation
20 against individuals who report harassment in the company's
21 workplace; to swiftly and firmly responding to any acts of
22 harassment and retaliation of which the company becomes aware;
23 to implementing a disciplinary system that is designed to strongly
24 deter future acts of harassment or retaliation; and to actively
25 monitoring its workplace in order to ensure tolerance, respect and
26 dignity for all people.

1 2. In order to accomplish the objectives embodied in the Statement of Zero-
2 Tolerance Policy and Equality Objectives and this Consent Decree, Defendant shall further
3 develop and implement the following policies, procedures and practices:

4 ***EEO and Harassment Policies***

5 a. Defendant agrees that to the extent necessary it shall issue a
6 separate policy or modify its existing EEO & harassment policies,
7 within forty-five (45) days of signing the Consent Decree, such
8 that the policies: (i) include definitions of discriminatory
9 harassment, with specific reference to harassment based on race
10 and sex (ii) include examples to supplement the definitions of
11 harassment based on race and sex; (iii) provide for substantial
12 discipline and/or corrective action for incidents of discriminatory
13 harassment; (iv) include strong non-retaliation language with
14 examples to supplement the definition of retaliation, (v) provide
15 for substantial discipline for incidents of retaliation; (vi) provide
16 that complaints of harassment and/or retaliation will be accepted
17 irrespective of whether they are made verbally or in writing; (vii)
18 explain that Defendant will conduct a prompt and thorough
19 investigation after a complaint is made or received and will take
20 remedial action upon conclusion of an investigation; and (viii)
21 indicate that, promptly upon the conclusion of the investigation of
22 a complaint, Defendant will communicate to the complaining party
23 the results of the investigation and the remedial actions taken or
24 proposed, if any.

25 b. Defendant shall effectively disseminate its revised policies
26 and procedures by:

27 i. Distributing copies to all current employees within
28 10 days of its adoption;

1 ii. Giving a copy of the policy to and reviewing the
2 policy with all new employees upon the employees' hire.

3 c. Defendant will submit a copy of the revised EEO and
4 harassment policies to EEOC at the same time it submits its report
5 on the completion of training as described below in Section IX.

6 ***Complaint Procedures:***

7 d. Defendant shall develop or revise its complaint policies and
8 procedure to the extent necessary, such that they are designed to
9 encourage employees to come forward with complaints about
10 violations of its harassment policy without fear of retaliation. As
11 part of the policy, Defendant shall provide its employees with
12 convenient, confidential and reliable mechanisms for reporting
13 incidents of harassment and retaliation. Defendant's complaint
14 procedure and harassment policy shall notify employees that they
15 can lodge a complaint with their immediate supervisor and the
16 Defendant's owner Rob Snow and shall provide the name and
17 telephone numbers for those contact persons. Contact information
18 for managers and owner Rob Snow also shall be continuously
19 posted in a prominent place at all of Defendant's business
20 locations.

21 e. Defendant will submit a copy of the complaint procedures
22 to the EEOC at the same time it submits its certification of
23 completion of training as required by Section IX.

24 ***Supervisor Accountability.***

25 f. Defendant agrees that it shall impose substantial discipline
26 – up to and including termination, suspension without pay or
27 demotion – upon any supervisor or manager who Defendant
28 determines has engaged in harassment or has knowingly permitted

1 any such conduct to occur in his or her work area or among
2 employees under his or her supervision, or who Defendant
3 determines has retaliated against any person who complains or
4 participates in any investigation or proceeding concerning any such
5 harassment.

6 g. Defendant shall communicate this policy to all current
7 supervisors and managers when it disseminates its revised EEO
8 and harassment policies or no later than 30 days after entry of this
9 Decree if the policy does not require revision.

10 h. Defendant shall communicate this policy to all other
11 supervisors and managers at the time they are hired or promoted to
12 supervisor/manager and subsequently, on an annual basis.

13 i. Defendant shall advise all managers and supervisors of
14 their duty to actively monitor their work areas to ensure employee
15 compliance with the harassment policy, and to report any incidents
16 and/or complaints of harassment and/or retaliation of which they
17 become aware to the Director of Human Resources.

18 ***Harassment Training***

19 j. During the term of this Consent Decree, Defendant will
20 present to its employees, including managers and supervisors, one
21 two (2) hour mandatory anti-harassment training, introduced and
22 supported by its owner, Robert Snow, covering prevention of
23 harassment and the issues covered by the policy described in
24 Section 2(a) above.

25 i. The training shall be developed and presented by an
26 outside professional, i.e. someone who is not employed by
27 Defendant, who is knowledgeable about Title VII and
28 discriminatory harassment and who has the background,

1 skill and ability to educate Defendant's employees about
2 the issue of discriminatory harassment in the workplace.
3 The training will include examples of the types of remarks
4 and behavior that will not be tolerated in Defendant's
5 business location. The training will further inform each
6 participant that he or she is responsible for knowing and
7 complying with the contents of Defendant's EEO and
8 harassment policies and procedures.

9 ii. Supervisors and/or managers who will assume
10 responsibility for enforcing Defendant's EEO and
11 harassment policies upon expiration of the Consent Decree
12 shall also receive training on appropriate techniques for
13 documenting and investigating complaints of harassment.
14 The training on investigative techniques can be included as
15 a component of the mandatory discriminatory harassment
16 training.

17 k. The cost of the training described in paragraph j, above,
18 shall be borne by Defendant.

19 l. Following the training session, all participants shall be
20 given a questionnaire through which they will be asked to critique
21 the training and to provide suggestions to improve future training.

22 m. Defendant will retain records of the training programs,
23 copies of any materials distributed during the training and lists
24 documenting the dates on which it held the training and identifying
25 the persons who attended and those who did not attend. Defendant
26 will provide a copy of these records, the training materials and the
27 completed post-training questionnaires to the Commission within
28 thirty (30) days of completion of the training.

VIII. EMPLOYMENT REFERENCES

1. Defendant shall not disclose any information or make references to any charges of discrimination or this lawsuit in responding to employment reference requests for information about Joseph Michael Lowe. Defendant will provide only neutral references in response to inquiries from prospective employers of Joseph Michael Lowe providing only inclusive dates of employment, job title and salary. However, in order for this provision to apply, Joseph Michael Lowe must direct all persons seeking references to Defendant's owner, Rob Snow.

IX. REPORTING

1. Six months after entry of the decree and again every six months thereafter, Defendant will submit reports to the EEOC summarizing any complaints of racial and sexual harassment received by Defendant during the preceding six-month period. The reports will include the identities of the complainant(s) unless the complainant requests confidentiality and the alleged harasser(s), a summary of action taken in response to the complaint and the resolution of any such complaint. In cases where the complainant has requested confidentiality, Defendant may refer to the complainant by a unique numerical identifier, but shall include all information (i.e. identity of the alleged harasser, summary of action taken and resolution of complaint) in the report to the Commission. Defendant will attach copies of the corresponding written records.

2. Within thirty (30) days after completion of the anti-harassment training described in Section VII (j) above, Defendant will send the EEOC appropriate verification of its completion of harassment training for its employees and copies of the post-training questionnaires.

3. Defendant shall submit a final report to the EEOC thirty (30) days before the Consent Decree expires containing a statement verifying its compliance with the terms of the Consent Decree.

X. RETENTION OF JURISDICTION AND EXPIRATION OF CONSENT DECREE

1. This Consent Decree shall terminate three years (3 years) from the date of entry by the court, unless EEOC petitions this court for an extension of the Decree because of noncompliance by Defendant. If EEOC determines that Defendant has not complied with the

1 Consent Decree, EEOC will provide written notification of the alleged breach to Defendant and
 2 will not petition the court for enforcement sooner than thirty (30) days after providing written
 3 notification. The thirty-day period following written notice shall be used by the parties for good
 4 faith efforts to resolve the issue. If EEOC petitions the court and the court finds Defendant to be
 5 in substantial violation of the terms of the Decree, the court may extend this Consent Decree.

6 2. This Court shall retain jurisdiction over this action for the purposes of enforcing
 7 the provisions of this Consent Decree. This Consent Decree shall expire by its own terms at the
 8 end of three (3) years without further action by the parties.

9 RESPECTFULLY SUBMITTED,

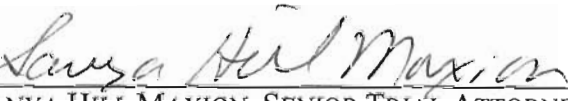
10 DATED: 8/23, 2007


 WILLIAM TAMAYO, REGIONAL ATTORNEY
 U. S. EQUAL EMPLOYMENT OPPORTUNITY
 COMMISSION


13 DATED: 8/23, 2007


 JONATHAN PECK, SUPERVISORY TRIAL ATTORNEY
 U. S. EQUAL EMPLOYMENT OPPORTUNITY
 COMMISSION

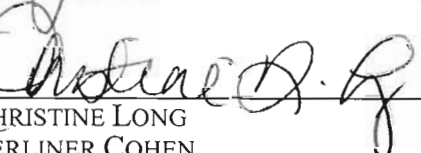
16 DATED: 8/23, 2007


 SANYA HILL MAXION, SENIOR TRIAL ATTORNEY,
 U. S. EQUAL EMPLOYMENT OPPORTUNITY
 COMMISSION

19 DATED: 8/21, 2007


 REG LORMON
 LAW OFFICES OF REG LORMON
 ATTORNEY FOR PLAINTIFF-INTERVENOR

22 DATED: 8/17, 2007


 CHRISTINE LONG
 BERLINER COHEN
 ATTORNEY FOR DEFENDANT

1 APPROVED AND SO ORDERED:

2 8/28/07

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4 U.S. DISTRICT JUDGE JEREMY FOGEL

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REG LORMON

PAGE 02

EXHIBIT A
[Security Agreement and UCC Financing Statement]

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REGLORION

PAGE 83

SECURITY AGREEMENT (PERSONAL PROPERTY)

THIS SECURITY AGREEMENT is made this fourteenth day of June, 2007

by and between Monterey Collision Frame and Body, Inc., of 2871 Monterey Road, San Jose, CA 95111, County of Santa Clara, State of California, (hereinafter "Debtor") and Joseph Michael Lowe of County of Santa Clara, State of California, (hereinafter "Secured Party").

WITNESSETH; That Debtor hereby grants to Secured Party a security interest in all that certain personal property hereinafter to be referred to as "Security" situated and described as follows:

Nova Verta K40 Premige Spray Booth, Serial #PB980303, which is on the premises of Debtor Monterey Collision Frame & Body, Inc., all additions, replacements attachments and acccessions, including insurance settlements or proceeds relating or concerning this piece of equipment and any replacement thereof, in which Debtor now or hereafter has an interest and which it is currently located at 2871 Monterey Road, San Jose, CA 95111, and given as security for payment of \$ 45,000 to Secured Party, according to the terms and conditions contained in said Consent Decree ("Decree") entered in the lawsuit entitled EBOC/Lowe vs. Monterey Collision Frame & Body, Inc., filed in the United States District Court, Northern District of California, Case No. C-06-6032-JF.

Debtor shall keep the security in good condition and repair, and shall not remove, nor permit to be removed any part of the Security from the above premises without the prior written consent of secured party, first had and obtained and shall provide, maintain and deliver to secured party satisfactory insurance policies covering said property in amounts and with insurance companies satisfactory to secured party, with loss payable, if any, payable to secured party, as secured party's interest may appear.

Debtor hereby declares and warrants to secured party that debtor is the absolute and sole owner, and is in possession of all of the Security, and that the same is free and clear of all liens, encumbrances, adverse claims, and any other security interests.

If Debtor defaults in the payment terms and conditions as provided in said Decree at the time and in the manner therein specified, or if any breach be made of any obligation, promise or warranty of debtor herein contained or secured hereby, then the whole sum unpaid, with accrued interest thereon, shall immediately become due and payable without notice at the option of secured party, and secured party may at once proceed to enforce secured party's security interest according to law; or secured party may, at secured party's option, permission for which is hereby granted, enter upon the premises where security may be and take possession thereof, or remove, sell, lease or otherwise dispose of same, and from the proceeds of sale retain all costs and charges incurred by him in the taking or sale of said property, including reasonable attorney's fees thereby incurred; take all sums due him under said Decree, including reasonable attorney's fees and any surplus of such proceeds remaining shall be paid according to law. The foregoing is without limitation to or waiver of any other rights or remedies of secured party according to law.

It is further agreed, subject to applicable law, that upon any sale of the Security according to law, or under the power herein given, that secured party may bid at said sale, or purchase the security, or any part thereof at said sale.

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PAGE 04

IN WITNESS WHEREOF, secured party and Debtor have executed this instrument.

DEBTOR:

SECURED PARTY:

MONTEREY COLLISION FRAME &
BODY, INC.



By: ROB SNOW
Title: Owner


JOSEPH MICHAEL LOWE

08/17/2007 10:37 FAX 4083546882

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08/15/2007 11:08 4083546882

REG LORMON

PAGE 05

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (Read and mark) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

REG J. LORMON (408) 354-6100

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

LAW OFFICES OF REG J. LORMON
255 Los Gatos Blvd.
Los Gatos, CA 95030

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (S, or C) - Do not abbreviate or combine names

1a. ORGANIZATION'S NAME Monterey Collision Frame and Body, Inc.

OR 1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

2671 Monterey Road

CITY

San Jose

STATE

CA

POSTAL CODE

95111

COUNTRY

US

1d. TAX ID # (SEE INSTRUCTIONS)

27-0876071

1e. TYPE OF ORGANIZATION

Corporation

1f. JURISDICTION OF ORGANIZATION

California

1g. ORGANIZATIONAL ID # (SEE INSTRUCTIONS)

01585342

NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (S, or C) - Do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR 2b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

2c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

2d. TAX ID # (SEE INSTRUCTIONS)

27-0876071

2e. TYPE OF ORGANIZATION

Corporation

2f. JURISDICTION OF ORGANIZATION

California

2g. ORGANIZATIONAL ID # (SEE INSTRUCTIONS)

01585342

NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNOR of ASSIGNOR) - Insert only one secured party name (S, or C)

3a. ORGANIZATION'S NAME

OR 3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

c/o Reg Lorman, 255 Los Gatos Blvd.

CITY

Los Gatos

STATE

CA

POSTAL CODE

95030

COUNTRY

US

4. This FINANCING STATEMENT covers the following equipment:

Nova Verta K40 Prestige Spray Booth, Serial #PB880503, which is on the premises of Debtor Monterey Collision Frame & Body, Inc. located at 2671 Monterey Road, San Jose, CA.

5. ALTERNATIVE EXPLANATION BY DEBTOR (SEE INSTRUCTIONS)	6. FILING OFFICE	7. CONFIRMATION/COMPLETION	8. FULL REVIEWER	9. FULL REVIEWER	10. ALIEN	11. NON-UCS FILING
12. DEBTOR'S CERTIFICATION OF INFORMATION (SEE INSTRUCTIONS)	13. DEBTOR'S CERTIFICATION OF INFORMATION	14. DEBTOR'S CERTIFICATION OF INFORMATION	15. DEBTOR'S CERTIFICATION OF INFORMATION	16. DEBTOR'S CERTIFICATION OF INFORMATION	17. DEBTOR'S CERTIFICATION OF INFORMATION	18. DEBTOR'S CERTIFICATION OF INFORMATION
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FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT (FORM UCC-1) (REV. 07/28/95)